

property; *Davis & Carter's Case*, 2 Salk. 461; S. C. 5 Mod. 74; *Omychund v. Barker*, 1 Atk. 50; *Wilson v. Polk*, a free negro, 6 November, 1826, MS.; 1717, ch; 13, s. 2; if it were otherwise, in all cases, where a bill or answer is required, by the rules of the Court, to be verified by an affidavit of the party himself, as he would be incapable of complying with the rule, he would be denied the benefit of justice, and, in effect, placed in a condition little better than an outlaw. *Bowyer v. McEvoy*, 1 Ball & Bea. 562. Upon similar principles, I have held, that where a corporation aggregate alone was the defendant, its answer, under seal, was admitted and credited as if made on oath; because it could not answer in any other way; and the plaintiff by so calling for its answer, had tacitly admitted its sufficiency; and because without its being allowed all the effect of an answer on oath the corporation could not protect its property. *Bayard v. The Chesapeake & Delaware Company*, 18 October, 1828, MS. The facts stated in the bill, and those responsive thereto, as set forth in the answer, are poised against each other; and so far as they are contradictory, those of the answer, being always allowed to preponderate, the injunction is dissolved or continued accordingly. *Gibson v. Tilton*, 1 Bland, 355.

Carrying with us these principles and rules to the consideration of the answers of these defendants, and it will be seen, that they
166 *are by no means such answers as can, upon any grounds, entitle them to a dissolution of the injunction.

Whereupon, it is ordered, that the several exceptions to the answers of the defendants be and they are hereby declared to be valid; and the defendant and each of them are hereby required to make and file a full and sufficient answer to the plaintiff's bill of complaint on or before the twentieth day of December next. And it is further ordered, that the injunction heretofore granted, be and the same is hereby continued until the final hearing or further order.

The defendant Elizabeth Clagett filed a further answer, and the plaintiff put in a general replication; and commissions were issued to take testimony, which were returned, and the case set down for final hearing. After which, on the 16th of June, 1830, the plaintiff by his petition, which, it was agreed, should be received as on oath, stated, that by mistake, the depositions of two of his witnesses had not been taken, that their testimony was material, competent and proper; by which he expected to prove, that the defendant Thomas Clagett was indebted to him in the sum of \$9,000, after giving him all due credits; and that the said sum was secured by the mortgage by which Thomas Clagett and the other defendants were bound; and he further stated, that the testimony of those witnesses had not been taken, owing to a mistake